or liable to the said Bank for money lent, 1321
or for money paid for the use or account of the undersigned, or for any overdraft or upon any endorsement, draft, guarantee, or any other claim, or *in any other manner whatsoever*, the said Bank shall then and thereafter have the following rights, in addition to those created by the circumstances from which such indebtedness or liability may arise against the undersigned, or his, its, or their executors, administrators, assigns, or successors, namely:

1. All securities and property then or 1322
thereafter deposited by the undersigned with said Bank, as collateral security to any such indebtedness or liability of the undersigned to said Bank, shall also be held by said Bank as security for any other indebtedness or liability of the undersigned to said Bank, whether then existing or thereafter contracted; and said Bank shall also have a lien upon any balance of the deposit account of the undersigned with said Bank existing from time to time, and upon all property of the undersigned of every description theretofore or thereafter left with said 1323
Bank for safe keeping or otherwise, or coming into the possession or under the control of said Bank in any way, as security for any indebtedness or liability of the undersigned to said Bank now existing or thereafter contracted.

2. Said Bank shall at all times have the right to require from the undersigned that there shall be lodged with said Bank as collateral security, for all existing liabilities of the undersigned to said Bank, approved se-

curities to an amount satisfactory to said Bank, and upon the failure of the undersigned to keep with said Bank at all times, a margin of securities for such liabilities of the undersigned, satisfactory to said Bank or at any time to comply immediately with the demand of the said Bank for additional approved security, as collateral, or upon any failure to pay on demand any indebtedness or liability due on demand to said Bank, or upon failure to meet any business obligation, or upon any assignment for the benefit of creditors, or act of bankruptcy, whether voluntary or involuntary, by the undersigned, then and in either event all liabilities of the undersigned to said Bank shall, at the option of the said Bank become immediately due and payable, notwithstanding any credit or time allowed to the undersigned by any instrument evidencing any of the said liabilities.

It is hereby expressly agreed that a request in writing delivered at Street or deposited in the Post Office or in any drop-letter box within the City of New York regularly maintained by the United States Government, enclosed in a post-paid wrapper directed to the undersigned at said address, or delivered to any Telegraph Company at its office in the vicinity of said Bank in the Borough of Manhattan, New York City, for transmission by telegraph, to the undersigned at said address, shall be a sufficient demand for additional security or for payment of any indebtedness or liability due on demand to said Bank.

3. Upon failure of the undersigned either 1327
to pay any indebtedness to said Bank when becoming or made due, or to keep up the margin of collateral securities, as above provided, then and in either event said Bank may immediately, without advertisement, and without notice to the undersigned, sell any of the securities or property held by it as against any or all of the indebtedness or liabilities of the undersigned, at private sale or Broker's Board or otherwise, or may, without notice, discount, collect, compound, compromise, settle, manage and turn the same into cash according to opportunity, at 1328
the discretion of any of the officers of said Bank, and apply the proceeds thereof as far as needed toward the payment of any or all of such indebtedness or liabilities together with interest and all expenses (legal or otherwise) of sale or collection, holding the undersigned responsible for any deficiency remaining unpaid after such application. If any such sale be at Broker's Board or at public auction, said Bank may itself be a purchaser at such sale free from any right or equity of redemption of the undersigned, such right and equity being hereby expressly 1329
waived and released. Upon default as aforesaid said Bank may also apply toward the payment of the said indebtedness or liabilities all balances of any deposit account of the undersigned with the said Bank then existing.

It is further agreed that these presents constitute a continuing agreement, applying to any and all future, as well as to existing transactions between the undersigned and said Bank.

Dated New York, the day of 19

1330 **Plaintiffs' Exhibit 32.**

N Form 334.

$..... NEW YORK, 191...

ON DEMAND for value received promise to pay to

NATIONAL BANK OF COMMERCE IN NEW YORK

or order, at the office of said bank in the City of New York, the sum of

1331 Dollars.

It is expressly agreed that the stocks, bonds, or other securities, or the proceeds thereof, purchased by the undersigned with, or which may come into possession or control of the undersigned, out of the moneys loaned by said Bank, and evidenced by this note shall be by the undersigned, or its agent, or representative, held in trust for and deposited with said Bank, it being the intention and agreement of the undersigned to pledge and deposit with said Bank and to subject to the lien and control of said Bank

1332 as such pledgee the securities or moneys so acquired, as collateral to this obligation and to any other obligation or indebtedness of the undersigned to said Bank; and it is further agreed that said Bank shall have a lien upon all property of the undersigned and all collaterals pledged by the undersigned, now or hereafter in possession of said Bank, or under its control, as security for any indebtedness of the undersigned, now existing or to become due or that may be hereafter contracted, with the right at any time to demand additional security and with the

right, in case of failure to comply with such 1333
demand for additional security or in case of default in payment, to sell without advertisement or notice to the undersigned, at any broker's board in the City of New York, or at public or private sale in the said City or elsewhere, or to otherwise dispose of the same in the discretion of any of the officers of the said Bank without notice of amount due or claimed to be due, without advertisement, and without notice of the time or place of sale, each and every of which is hereby expressly waived, applying the proceeds thereof upon the said indebtedness, together 1334
with interest and expenses, legal or otherwise, the undersigned to be liable for any deficiency.

It is further agreed that, upon any sale by virtue hereof, the holder hereof may purchase the whole or any part of such property discharged from any right of redemption, which is hereby expressly released to the holder hereof, who shall have a claim against the maker hereof for any deficiency arising upon such sale.

It is further agreed that any moneys or property at any time in the possession of 1335
said Bank belonging to any of the parties liable hereon to said Bank, and any deposits, balance of deposits, or other sums at any time credited by or due from said Bank to any of said parties may at all times at the option of said Bank be held and treated as collateral security for the payment of this note or the indebtedness evidenced hereby whether due or not due, and said Bank may at any time at its option without demand for payment and without notice charge this note to the account of the undersigned with

1336 said Bank or set off the amount due or to become due hereon against any claim of any of said parties against said Bank.

.....

Plaintiffs' Exhibit 33.

	Creditor	Amt. of Claim Filed
	Max Aleleban	350.00
	Albin S. Anderson	469.59
1337	Cyrus C. Baker	1,080.00
	Wm. A. Ball	199.83
	Geo. I. Batchelder	831.50
	John W. Beaty	1,724.87
	Julius Berggren	370.00
	M. C. Bolger	65.29
	James H. Brennen	518.10
	Chas. de H. Brower, Jr.	400.00
	Edward A. Bunker	209.29
	S. J. Burrell	9,855.80
	Zissie Caloir	869.32
	Henry Carter	954.74
	Wm. Childs	340.00
1338	Herbert Clifford	67.74
	J. B. Conversey	293.00
	Martin J. Dolan	688.00
	C. A. Eckerson	334.13
	Simeon B. Eisendrath	390.91
	Karl O. Eriksson	256.94
	Sterie Etta	1,768.61
	John T. B. Feltham	430.00
	John Fountain	766.63
	Clarence W. Gaylor	748.44
	H. J. Girlow	727.59
	George Gilmore	766.39
	Emma Grange	396.72

Creditor	Amt. of Claim	Filed
Wm. Guldenkirk	1,055.00	1339
J. G. Haas	183.18	
James Haworth	300.00	
A. Helmrath	2,079.71	
George F. Hoagland	112.52	
James Horn	523.29	
Herbert Jacobs	1,523.76	
Otto Jensen	42.00	
Harold Jewell	70.39	
Chas. O. Johnson	76.22	
Patrick Kelly	1,357.02	
Thomas Kenney	303.17	
David Kerbs	137.90	1340
Mrs. Mayrose G. Keesler	235.80	
Mrs. Gideon Lee	222.80	
Andrew Leffler	200.00	
Peter McDermott	52.69	
Angus McGillivery	4,863.24	
J. J. McGrane	392.50	
Alexander McKenzie	110.60	
Adolph Maier	92.00	
Robert Maxwell	1,718.53	
Mrs. Martha Mechtold	2,034.02	
B. Meras	1,164.09	
John Mogren	180.74	
Mrs. Caroline T. Moran	1,331.73	1341
Harry A. Moss	28.00	
O. Kirby	9.27	
J. T. North	379.37	
Ernest Olsen	135.29	
Chas. G. S. Reed	100.00	
Everard Roberts	19,456.37	
John Rooney	220.48	
A. G. Rosentreter	189.81	
James Russell	428.55	
Roberts, Hall & Criss	59,758.78	
John Safstrom	321.99	
Charles M. Severy	67.27	

	Creditor	Amt. of Claim Filed
1342	Dr. R. A. Sheppard	1,115.64
	Mrs. C. B. Sherwood	3,872.68
	Morris Skalmer	967.07
	Oliver Drake Smith	1,760.42
	Peter Smith	2,052.49
	Jos. J. Steindler	18,085.85
	Leo Theimer	245.14
	Alfred H. Tompkins	601.04
	Mrs. F. S. Vermilye	11,814.18
	H. R. Vermilye	7,927.37
	H. R. Vermilye	460.93
	Alfred Vey	162.57
1343	Wm. I. Walker	35,638.67
	E. R. Washburn	97,132.13
	Chas. Wasley	38.45
	Albert G. Williams	328.88
	J. R. Wood & Sons	27,275.00
	C. Van Houten	36.20
	Samuel W. Adler	14,972.75
	Thomas T. Amos	481.80
	J. A. Baer	2,593.69
	Paul Baridon	134.61
	C. H. B. Chapin	670.77
	A. D. Childs	1,896.94
	Paul E. Downey	47.00
1344	Amos Getto	408.97
	Achsah J. Maddock	2,114.57
	Henry B. Montgomery	1,160.50
	Mrs. Jennie K. Soleliac	937.73
	Emile G. Stein	94.08
	P. J. Steindler	7,400.00
	Mrs. Charlotte L. Anderson	400.00
	O. E. Anderson	775.68
	Jos. A. Baloun	144.22
	George L. Barton	30.46
	Pemberton Berman	244.12
	Herbert Childs	527.00
	Mrs. Ella E. Craig	26,107.38

Creditor	Amt. of Claim Filed	
Mrs. Eliza Mulford Curran	760.73	1345
Gerald M. Curran	133.49	
Endicott Fiske	16,168.87	
Caroline W. Fiske	10,000.00	
S. F. Flitner	313.55	
Wm. J. Gilbert	210.01	
Lewis Jacobs	172.00	
Bernard Leviton	200.00	
Dr. James A. Meek	243.86	
Norman C. Raff	892.91	
Miss Edith L. Satterlee	1,393.65	
Leonard Hull Smith	339.87	
Louis M. Tucker	13.90	1346
Robert Weld	322.23	
Daisy McVicker	5,169.95	
W. S. White	63.21	
Walter Loeb	123.50	
Addressograph Co.	8.65	
McVickar Realty Co	437.50	
Postal Telegraph Co	3.25	
Home Library & Supply Assn	49.45	
Reinhard Bros	11.00	
Roneo Co	3.95	
A. B. Dick & Co	6.25	
Library Bureau	20.95	
J. S. Bache & Co	724.86	
M. C. Bouvier & Co	58,565.28	1347
W. J. Buttfield	1,413.63	
Finley, Barrell & Co	46,351.34	
Batchelder, Adee & Rawlins	161.20	
Clark, Dodge & Co	3,557.18	
Dick Bros & Co	51.83	
G. W. Dougherty & Co	699.04	
P. J. Goodhart & Co	3,615.36	
Griesel & Rogers	92.81	
Goldman, Sachs & Co	8,009.92	
C. I. Hudson & Co	15,625.55	
Henry & Matthews	1,531.61	

	Creditor	Amt. of Claim Filed
1348	Hendrickson, Hall & Co.	539.33
	Keech, Loew & Co.	8,083.99
	Ladenburg Thalmann & Co.	39.70
	George Leask & Co.	415.99
	A. L. Lindley	239.24
	Geo. H. Robinson & Co.	242.76
	J. H. Jacquelin & Co.	43.70
	Ulman & Co.	4,248.88
	J. R. Williston & Co.	141.25
	C. E. Welles & Co.	933.02
	H. N. Whitney & Sons	4,524.90
	Waterman & Co.	10,448.82
1349	Adolph Solomon	4,850.00
	Max Lillienthal	12.00
	Direct Line Telephone Co.	99.60
	Doremus & Morse	139.58
	Peerless Towel Supply Co.	3.33
	Albert Gerber	12.00
	N. Y. Telephone Co.	279.83
	Dow, Jones & Co.	107.65
	Marcus S. Hottenstein	18,158.16
	Chas. A. Becker	2,455.75
	James Beattis	522.00
	E. A. Howe	449.17
	David A. Kennedy	1,140.00
1350	Jos. Kramer	1,900.00
	Malcom & Coombe	202.46
	John Muir & Co.	12.00
	Dr. Charles Jaeger	360.25
	Harold Jewell	200.39
	E. W. Ladd	80.00
	A. Archer	10.00
	Joseph Isaacs	8.00
	Jacob Leitner	1,966.98
	Central Trust Co.	71,635.69
	Bank of New York	20,190.67
	Chase National Bank	13,581.58
	Lincoln Trust Co.	45,159.50

Creditor	Amt. of Claim Filed 1351
Plaza Bank	3,113.80
U. S. Mortgage & Trust Co.	5,656.14
Mechanics & Metals National Bank.	199,299.60
Total	996.958.74

CLAIMS FILED AGAINST DUDLEY T. HUMPHREY, INDIVIDUALLY.

Alexander Craighead	55.00
J. Finley Bell	67.00
Wm. H. Humphrey	300.00
Pinkus Bros.	18.41
Total	$440.41

1352

CLAIMS FILED AGAINST CLIFFORD M. WASHBURN, INDIVIDUALLY.

Walter B. House	284.00
Brooks Bros.	227.50
Louis Sherry	30.85
Hotel Knickerbocker	50.50
J. H. Small & Sons	124.00
Total	$716.85

CLAIMS FILED AGAINST ARTHUR C. SHERWOOD, 1353
INDIVIDUALLY.

Shafer & Vorsanger	24.03
E. C. Sherwood	12,131.67
Josephine Richards	160.00
Brooks Bros.	87.00
James Harris	90.70
Total	$12,493.40

1354 Total claims filed against J. M. Fiske & Co. $996,958.74
" " " " Dudley T. Humphrey 440.41
" " " " Clifford M. Washburn 716.85
" " " " Arthur C. Sherwood. 12,493.40

Total Claims Filed..... $1,010,609.30

1355 **Defendants' Exhibit A.**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of financial accommodations given, or to be given, or continued to the undersigned by the Mechanics' National Bank of the City of New York, hereby agree with the said Bank that whenever the undersigned shall become or remain, directly or contingently, indebted to the said Bank for money lent, or for money paid for the use or account of the undersigned, or for any overdraft or upon any endorsement, draft, guarantee or in any other matter whatsoever, or upon any other claim, the said Bank shall then and thereafter
1356 have the following rights, in addition to those created by the circumstances from which such indebtedness may arise against the undersigned, or his, or their executors, administrators or assigns, namely:

1.—All securities deposited by the undersigned with said Bank, as collateral to any such loan or indebtedness of the undersigned to said Bank shall also be held by said Bank as security for any other liability of the undersigned to said Bank, whether then existing or thereafter contracted; and said Bank shall also have a lien upon any balance of the

deposit account of the undersigned with said Bank 1357
existing from time to time, and upon all property of the undersigned of every description left with said Bank for safe keeping or otherwise, or coming to the hands of said Bank in any way, as security for any liability of the undersigned to said Bank now existing or hereafter contracted.

2.—Said Bank shall at all times have the right to require from the undersigned that there shall be lodged with said Bank as security for all existing liabilities of the undersigned to said Bank, approved collateral securities to an amount satisfactory to said Bank; and upon the failure of the un- 1358
dersigned at all times to keep a margin of securities with said Bank for such liabilities of the undersigned satisfactory to said Bank, or upon any failure in business or making of an insolvent assignment by the undersigned, then and in either event all liabilities of the undersigned to said Bank shall at the option of said Bank become immediately due and payable, notwithstanding any credit or time allowed to the undersigned by any instrument evidencing any of the said liabilities.

3.—Upon failure of the undersigned either to pay any indebtedness to said Bank when becom- 1359
ing or made due, or to keep up the margin of collateral securities above provided for, then and in either event said Bank may immediately without advertisement, and without notice to the undersigned, sell any of the securities held by it as against any or all of the liabilities of the undersigned, at private sale or Broker's Board or otherwise and apply the proceeds of such sale as far as needed toward the payment of any or all such liabilities together with interest and expenses of sale, holding the undersigned responsible for any deficiency remaining unpaid after such application.

1360 If any such sale be at Broker's Board or at public auction, said Bank may itself be a purchaser at such sale free from any right or equity of redemption of the undersigned, such right and equity being hereby expressly waived and released. If you default as aforesaid, said Bank may also apply to or on the payment of the said liabilities all balances of any deposit account of the undersigned with said Bank then existing.

It is further agreed that these presents constitute a continuing agreement, applying to any and all future as well as to existing transactions between the undersigned and said Bank.

1361 J. M. Fiske & Co.

Dated, New York, the 8th day of November, 1901.

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